

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "First Amendment") is made and entered into on the date of the last of the signatures below by and between **Leesburg Office, LLC**, a Virginia limited liability company ("Landlord"), and **the County of Loudoun, Virginia** ("Tenant").

RECITALS

R-1. Landlord and Tenant entered into a Lease Agreement dated **December 5, 2000**, (the "Lease"), pursuant to which Tenant leased from Landlord and Landlord leased to Tenant **11,500 square feet** (the "Leased Premises") of space located at **908 Trailview Boulevard, Suite 100, Leesburg, VA 20175**, which is more fully described in the Lease.

R-2 Pursuant to an agreement between Landlord and Tenant, Tenant has elected to extend the Lease for an additional five (5) year term, to include Tenant options to extend beyond said additional term.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged and further consideration rising out of the agreement between the parties, the parties do hereby agree as follows:

1. The Lease shall be extended until **June 30, 2011**.
2. Tenant's Basic Rent shall be as follows:

DATE	MONTHLY BASIC RENT
7/1/06 – 6/30/07	\$22,818.97
7/1/07 – 6/30/08	\$22,818.97
7/1/08 – 6/30/09	\$23,389.44
7/1/09 – 6/30/10	\$23,974.18
7/1/10 – 6/30/11	\$24,573.53

3. **FIRST RIGHT OF REFUSAL**

(a) Beginning after the first Lease Year under this First Amendment and thereafter throughout the Lease Term, and provided at least twenty four (24) months remain before expiration of the Lease, Tenant shall have the right to expand into all or any contiguous space within the Building which is not part of the Leased Premises (the "Expansion Space"), in accordance with the terms of the following subsections.

(b) If any Expansion Space becomes vacant or otherwise available for leasing from time- to-time, then before offering such Expansion Space to any other person or entity, Landlord shall promptly notify Tenant in writing that such space is available (an "Offering Notice"). Tenant shall have the right, by written notice to Landlord (a "Response Notice") delivered within five (5) days after Tenant's receipt of the Offering Notice to notify Landlord that it elects to lease the Expansion Space then available. However, the Tenant must lease all of the Expansion Space or none unless a separate agreement is entered into by Landlord and Tenant for a portion of the Expansion Space. If Tenant elects to lease such Expansion Space, such Expansion Space shall be added to and included in the Leased Premises on the date on which Landlord delivers such Expansion Space to Tenant in "as is" condition, free and clear of all tenants or other occupants, and in broom clean condition, clear of all tenant trade fixtures and furnishings (the "Expansion Space Inclusion Date").

(c) If Tenant does not elect to expand into the Expansion Space or fails to timely deliver the Response Notice, Landlord shall be free to offer such Expansion Space to others and Tenant's rights hereunder are ineffective until the Expansion Space next becomes available, if ever.

(d) If the Tenant elects to expand into the Expansion Space, all the terms and conditions of the Lease and all amendments thereto shall apply except that:

(i) The annual "Basic Rent" with respect to such Expansion Space shall be the same rate per square foot payable for the Demised Premises at the time the Response Notice is delivered to Landlord.

(ii) "Tenant's Total Square Footage and "Tenant's Share" shall each be increased to include the square footage of such Expansion Space as part of the Leased Premises for purposes of thereafter determining Tenant's Share of "Expenses" (as defined in Section 6 (a)(1) of the Lease).

(e) Notwithstanding anything to the contrary contained in this Paragraph 3, Tenant shall not have the right to lease such Expansion Space unless on the date of Offering Notice, the date of the Response Notice, and on the Expansion Space Inclusion Date (i) Tenant occupies all of the Leased Premises originally demised under this Lease and all space added to the Leased Premises pursuant to the terms of this Paragraph 3; and (ii) Tenant is not then in default under the terms and conditions of this Lease.

(f) Time shall be of the essence with respect to Landlord's and Tenant's obligations with respect to the Expansion Space.

4. OPTION PERIOD

(i) Provided Tenant is not in default of any of the terms and conditions contained in the Lease or any Amendments thereto, Tenant shall have the right to extend this Lease for one (1) additional one-year period (7/1/11-6/30/12 "First Option Period") by providing Landlord written notification of Tenant's intent to extend sent Registered Mail-Return Receipt Requested to Landlord's stated address. Such notice shall be sent at least one hundred and eighty (180) days prior to the expiration of the initial Lease Term. All terms and conditions of the Lease Agreement shall remain in full force and effect, except Basic Rent which shall be \$25,187.86 per month.

(ii) In addition, provided Tenant is not in default of any of the terms and conditions contained in the Lease or any Amendments thereto, Tenant shall have the further right to extend this Lease for a second one (1) additional one-year period (7/1/12-6/30/13 "Second Option Period") by providing Landlord written notification of Tenant's intent to extend sent Registered Mail-Return Receipt Requested to Landlord's stated address. Such notice shall be sent at least one hundred and eighty (180) days prior to the expiration of the first Option Period. All terms and conditions of this Lease Agreement shall remain in full force and effect, except Basic Rent which shall be \$25,817.56 per month.

5. Except as specifically modified herein, the terms and conditions of the Lease are hereby ratified and confirmed and shall govern through the extension period and option renewal periods.

IN WITNESS WHEREOF, the undersigned parties have executed the First Amendment as of the date hereof.

WITNESS:

Deborah Barnard

LANDLORD:

Leesburg Office, LLC, a Virginia limited liability company

By: 

Cecil Pruitt, Jr.
Manager

APPROVED AS TO FORM:

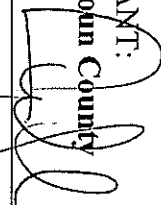
By: 

Name: John Carlton

Title: Assistant County Attorney

Date: 4/6/06

TENANT:
Loudoun County

By: 

Name: JACK SNYDER

Title: DIRECTOR of GENERAL SERVICES

Date: April 4, 2006